

**VOLUNTARY CLEANUP CONTRACT
16-6396-NRP**

**IN THE MATTER OF
AMERICAN STORAGE SITE, SPARTANBURG COUNTY
and
191 III CUBE SC SUB LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and 191 III Cube SC Sub LLC with respect to the Property located at 2301 Reidville Road, Spartanburg, South Carolina. The Property includes approximately 2.43 acres identified by Tax Map Serial Number(s) 6-20-16-063.00. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 10, 2016, and any amendments thereto, by 191 III Cube SC Sub LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "191 Cube" means 191 III Cube SC Sub LLC.
- B. "Beneficiaries" means 191 Cube's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of 191 Cube or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Owner	Year Purchased
Master LeRoy Moore	Unknown
Lonnie M. Charles	1957
F. G. Charles	1966
Alice Charles Lancaster	1968
Lonnie Mack Charles	1984
American Storage LTD Partnership PTA –CS#6420	1987

- B. Property and Surrounding Areas: The Property is located in a suburban commercial area at the southwest corner of the intersection of Reidville Road and Oak Forest Road (Frontage Road), Spartanburg. Oak Forest Road to the east becomes Frontage Road; commercial development is to the south and west; and

beyond the intersection to the northwest at 2391 Reidville Road is One Stop Sunoco, which currently operates gasoline and diesel fuel underground storage tanks (USTs) and a Valvoline Oil Change is located to the east at 2001 Reidville Road. The area around the Property is generally commercial development.

There are five (5) single-story buildings and one (1) two-story building consisting of a total of 33,865 square feet on the Property. The current northern buildings were constructed in 1988; the two southern structures were added in 1996 and 2001. The buildings are constructed on slab-on-grade foundations. The Property consists of 284 storage units, eight (8) storage parking areas, one (1) residence, and associated parking and landscaped areas. Prior to use as a storage facility, the Property was undeveloped.

C. Investigations / Reports:

According to the Phase I Environmental Site Assessment (AEI Consultants Environmental & Engineering Services, April 2012) and the Phase I ESA (EMG, March 9, 2016), which accompanied the NRP Application, the Property has been used as commercial space since first developed.

The Reports state that the area surrounding the Property has been commercial development and residential dwellings. Historical resources indicate that the intersection where the Property is located has been developed with several gas stations. Adjacent properties to the northeast and northwest have been used historically as gasoline stations that operated fuel underground storage tanks (USTs). A groundwater monitoring well is located six to eight feet northwest of the Property. A release was reported in October 1993 from the then Pantry 3293 DBA Depot located at 1994 Reidville Road north of the Property. The Department's UST Management Division identification number for the Depot is #10691.

A Limited Phase II ESA Report (AEC) was submitted with the Application. In June 2012, AEC collected four (4) subsurface soil samples and two (2) groundwater samples for laboratory analysis to discern whether the gasoline station located to the west from 1976 – 1995 has had an impact on the Property. Soil samples were screened in the field using a Photovac Micro Photo Ionization Detector (PID). The laboratory analyzed soil and groundwater samples for volatile organic compounds and total petroleum hydrocarbons. An indoor air quality sample was collected through the use of a time-calibrated Summa™ canister in the office space of the building.

Tetrachloroethene (PCE) was detected at a concentration below the EPA Regional Resident Soil Screening Level in one subsurface soil sample. Low concentrations of PCE were detected in the groundwater samples, namely 5.2 micrograms per liter (µg/L) at soil boring location SB-1 and at 2.6 µg/L at the SB-2 soil boring location. The primary maximum contaminant level (MCL) for PCE is 5.0 µg/L as set forth in the South Carolina Primary Drinking Water Regulations, R.61-58.

The PID readings were all below background levels. No indoor air sampling results were provided. AEC conducted a human health risk screening using the groundwater data. Based on AEC's input data, the Johnson & Ettinger model reported the Cumulative Estimated Excess Cancer Risk was 3.1E-07.

D. Applicant Identification: 191 Cube is a State of Delaware limited liability company with its principal place of business located at 5 Old Lancaster Road, Malvern, Pennsylvania 19355. 191 Cube affirms that it has the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: 191 Cube will acquire the Property and intends to continue operation of a self-storage facility with a manager's residence.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. 191 Cube certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. 191 Cube also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. 191 Cube agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by 191 Cube, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by 191 Cube, or its designee in accordance with the schedule provided in the initial Work Plan. 191 Cube acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. 191 Cube agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, 191 Cube may seek an amendment of this Contract to clarify its further responsibilities. 191 Cube shall perform all actions required by this Contract, and any related actions of 191 Cube's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). 191 Cube shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with The South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. TAL - the full EPA Target Analyte List to include cyanide and mercury;
 - i). TAL Metals - EPA Target Analyte List excluding cyanide;
 - ii. TCL - the full EPA Target Compound List;
 - i). TCL VOCs - EPA Target Compound List Volatile Organic Compounds;
 - ii). TCL SVOCs - EPA Target Compound List Semi-Volatile Organic Compounds;

- iii). TCL Pesticides - EPA Target Compound List Pesticides;
 - iv). TCL PCBs - EPA Target Compound List Polychlorinated Biphenyls.
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of 191 Cube's consulting firm(s), analytical laboratories, and 191 Cube's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
 - b). 191 Cube shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify 191 Cube in writing of approvals or deficiencies in the Work Plan.
- 8). 191 Cube, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). 191 Cube shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). 191 Cube shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall

allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

- 11). 191 Cube shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. 191 Cube shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). 191 Cube shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, 191 Cube shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). 191 Cube shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. 191 Cube shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). 191 Cube shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). 191 Cube shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to 191 Cube, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). 191 Cube shall collect and analyze a minimum of five (5) surface soil samples and one (1) subsurface soil sample from five locations on the Property. 191 Cube shall collect surface soil samples from a depth of 0-1 foot below ground surface and a subsurface soil sample from a 2-foot minimum depth from the following locations:
 - a). Three (3) of the locations shall correspond to the monitoring well locations.
 - b). The subsurface sample should be collected from the location identified to monitor the quality of groundwater migrating onto the Property from the northwest.
 - c). Two additional surface soil locations shall be proposed.

- d). Each surface soil sample shall be analyzed for TAL-Metals, VOCs, and SVOCs. The surface and subsurface soil samples collected from the location identified to monitor the quality of groundwater migrating onto the Property from the northwest shall be analyzed for the full EPA-TAL/TCL.
- 2). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). 191 Cube shall assess groundwater quality and determine the direction of flow across the Property. Assessment shall include installation and sampling of permanent monitoring wells to be installed as well pairs in three (3) locations. The well pairs shall consist of a well screened to bracket the water table and a well screened at the bedrock-saprolite interface or upper confining layer. In the event that groundwater is not encountered above the bedrock /confining layer, the shallower wells may be omitted after consultation with the Department. Specific locations shall be as follows:
 - a). Two (2) locations presumed to be hydraulically downgradient of potential off-site sources from the northwest and northeast. One well may coincide with the subsurface soil location;
 - b). A location within the southern portion of the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the well pair installed to monitor groundwater quality migrating onto the Property from the northwest shall have both samples analyzed for the full TAL/TCL parameters to include cyanide and mercury.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Evaluate and control potential impacts to indoor air for existing buildings:

- 1). 191 Cube shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance. The Department's decision will be constrained towards predicting residential exposures consistent with the building construction on the Property.
- 2). If an evaluation is required, 191 Cube shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). 191 Cube's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
 - b). Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.
 - c). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 or 0.1 as applicable for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
 - d). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels.

- e). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 or 0.1 as applicable for non-carcinogens for the proposed use of the Property. Comparison criteria shall be identified based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 3). The Department may allow 191 Cube to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.
- 4). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property, 191 Cube shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, 191 Cube shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

- 1). 191 Cube shall stabilize or remove from the Property any Segregated Sources of Contamination that may exist on the Property and that have not yet released all of its contents to the environment.
 - a). The contents of any Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). 191 Cube shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.

- 2). 191 Cube shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
 - c). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient of 1 for non-carcinogens based on current EPA screening levels for indoor air and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
 - d). 191 Cube may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, 191 Cube shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of

possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- e). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, 191 Cube shall propose a Media Management Plan. This plan shall identify procedures for management of contaminated soil and groundwater that may be encountered during development activities on the Property. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- f). Upon completion of any corrective measures, 191 Cube shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- g). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). 191 Cube shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). 191 Cube shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned

in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

5. 191 Cube shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). 191 Cube agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by 191 Cube.

PUBLIC PARTICIPATION

6. 191 Cube and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by 191 Cube.
 - B. 191 Cube shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign(s) will state "Voluntary Cleanup Project by 191 III Cube SC Sub LLC under Voluntary Cleanup Contract 16-6396-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of

191 Cube. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). 191 Cube shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). 191 Cube agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). 191 Cube shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, 191 Cube shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. 191 Cube shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,

- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. 191 Cube shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. 191 Cube shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. 191 Cube or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to 191 Cube. An authorized representative of 191 Cube or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. 191 Cube or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. 191 Cube or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, 191 Cube or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for 191 Cube or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). 191 Cube or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). 191 Cube or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after 191 Cube acquires the Property, and such right of

access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H. 191 Cube or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7)

days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to 191 Cube shall be submitted to 191 Cube's designated contact person who as of the effective date of this Contract shall be:

Jeffrey P. Foster, VP and Secretary
191 III Cube SC Sub LLC
5 Old Lancaster Road
Malvern, Pennsylvania 19355

FINANCIAL REIMBURSEMENT

11. 191 Cube or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to 191 Cube on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Jeffrey P. Foster, VP and Secretary
191 III Cube SC Sub LLC
5 Old Lancaster Road
Malvern, Pennsylvania 19355

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to Paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to Paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. 191 Cube agrees the Department has an irrevocable right of access to the Property for environmental response matters after 191 Cube acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to 191 Cube or its Beneficiaries for the Property under this Contract as follows:
 - A. 191 Cube or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or

remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that 191 Cube or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that 191 Cube or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if 191 Cube or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. 191 Cube or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. 191 Cube shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, 191 Cube, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

A. 191 Cube or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.

B. If the Certificate of Completion has not been issued, 191 Cube or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, 191 Cube or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or

entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

- D. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. 191 Cube, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide 191 Cube or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in 191 Cube's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of 191 Cube or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by 191 Cube or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by 191 Cube or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,

- 7). Failure by 191 Cube or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of 191 Cube's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should 191 Cube or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by 191 Cube or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of 191 Cube or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. 191 Cube and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).
- B. Effective on the date the Certificate of Completion is issued by the Department.
- 1). The Department's covenant not to sue 191 Cube and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by 191 Cube or its Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.
- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by 191 Cube or its Beneficiaries. The Department retains all rights under State and Federal laws to compel 191 Cube and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by 191 Cube or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than 191 Cube and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than 191 Cube and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this

Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY 191 CUBE

19. 191 Cube retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. 191 Cube and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, 191 Cube and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. 191 Cube and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by 191 Cube or its Beneficiaries. 191 Cube and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY 191 CUBE AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, 191 Cube and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

191 III CUBE SC SUB LLC

BY:

DATE:



5/17/2016

Jeffrey P. Foster
Vice President and Secretary

APPENDIX A

191 III Cube SC Sub LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

March 10, 2016



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity
3. Applicant's Legal Name 191 III Cube SC Sub LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Jeffrey P. Foster Vice President and Secretary jfoster@cubesmart.com

Name Title Email

5 Old Lancaster Road 610-535-5765

Address Phone1 Phone2

Malvern Pennsylvania 19355

City State Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

5 Old Lancaster Road

Street address Suite Number
Malvern Pennsylvania 19355
City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (If different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2
City State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Delaware state

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name
191 II Cube Sub Holdings 1 LLC - direct parent

191 III Cube LLC - parent of direct parent

Christopher P. Marr - President

Timothy Martin - Vice President

Jeffrey P. Foster - Vice President & Secretary

Name
Douglas Tyrell - Vice President

MAR 10 2016

SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 2301 Reidville Road, Spartanburg, SC

b. County Spartanburg

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Spartanburg
(town/city)

10. List any Companies or Site names by which the Property is known

American Storage

11. Total Size of Property Covered by this Contract 2.43 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

Light Industrial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 6-20-16-063.00
b. Acreage 2.43
c. Current Owner American Storage LTD.
d. Owner Mailing Address 2301 Reidville Road
Spartanburg, SC 29301
e. Contact Person for Access Kelly Simon
f. Access Person's Phone # 864-574-1116
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business Self Storage

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

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c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
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☐ Demolished/Ruins
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i. Business/facility operations ☐ Never Operated on the parcel
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b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
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i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Self-storage facility

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 5-10
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ None

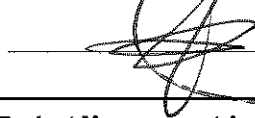
20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 03 / 31 / 2016

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

EMG

Company

10461 Mill Run Circle, Suite 1100

Owings Mills

Maryland

21117

Address

City

State

Zip

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
John McAleese
Firm
McCarter & English, LLP 215-979-3892
Attorney Phone1 Phone 2
1600 Market Street Philadelphia PA 19103 jmcaleese@mccarter.com
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. **Financial Viability**

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by EMG

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☒ The Following reports are attached:

Report Date	Report Name	Environmental Firm
June 18, 2012	Limited Phase II ESA	Advantage Environmental Consultants, LLC
April 6, 2012	Phase I Environmental Site Assessment	Advantage Environmental Consultants, LLC

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

EXHIBIT A-20

Reidville Road, Spartanburg, Spartanburg County, South Carolina

ALL THAT LOT, PARCEL OR TRACT OF LAND LOCATED AT OR NEAR THE INTERSECTION OF REIDVILLE ROAD AND OAKFOREST ROAD IN OR NEAR THE CITY OF SPARTANBURG, COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA, CONTAINING 2.425 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY SHOWN ON ALTA/ACSM LAND TITLE SURVEY PREPARED BY URS CORPORATION, PROJECT NO. 46422393, ENTITLED "AMERICAN STORAGE, LLC 2301 REIDVILLE ROAD" DATED MAY 15, 2012 AND BEING MORE PARTICULARLY DESCRIBED ON THE AFORESAID PLAT BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL ON THE SOUTHERN RIGHT-OF-WAY OF REIDVILLE ROAD (SC HIGHWAY 296) THIS POINT BEING 71'± SOUTH OF THE INTERSECTION OF REIDVILLE ROAD AND OAK FOREST ROAD;

THENCE PROCEEDING ALONG THE WESTERN RIGHT-OF-WAY OF OAK FOREST ROAD THE FOLLOWING COURSES AND DISTANCES: THENCE IN A DIRECTION OF S61°40'32"E FOR A DISTANCE OF 13.94' TO A MAG NAIL; THENCE IN A DIRECTION OF S18°13'46"E FOR A DISTANCE OF 44.96' TO A MAG NAIL; THENCE ALONG A CURVE TO THE RIGHT IN A DIRECTION OF S8°16'39"E FOR A CHORD DISTANCE OF 198.74', SAID CURVE HAVING A RADIUS OF 524.63' TO A 3/4" REBAR; THENCE ALONG A CURVE TO THE RIGHT IN A DIRECTION OF S13°49'31"W FOR A CHORD DISTANCE OF 220.28', SAID CURVE HAVING A RADIUS OF 550.78' TO A 5/8" REBAR; THENCE IN A DIRECTION OF S26°09'19"W FOR A DISTANCE OF 158.61' TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF BLAKE P. & DAVID H. GARRETT IN A DIRECTION OF N64°31'23"W FOR A DISTANCE OF 224.80' TO A 1" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF 2401 REIDVILLE ROAD LLC IN A DIRECTION OF N25°45'51"E FOR A DISTANCE OF 137.95' TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTIES OF CARL R. FRALEY, JR. AND DAVID G. PEARSON IN A DIRECTION OF N25°01'20"E FOR A DISTANCE OF 406.32' TO A 3/4" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE SOUTHERN RIGHT-OF-WAY OF REIDVILLE ROAD IN A DIRECTION OF N71°16'30"E FOR A DISTANCE OF 40.89' TO A MAG NAIL, THIS BEING THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

THIS BEING THE SAME PROPERTY CONVEYED TO AMERICAN STORAGE LIMITED PARTNERSHIP BY DEED OF LONNIE MACK CHARLES RECORDED IN DEED BOOK 53-H, PAGE 736 ON JUNE 30, 1987 AND CORRECTIVE DEED RECORDED IN DEED BOOK 53-J, PAGE 774 ON JULY 14, 1987, BOTH IN THE OFFICE OF THE REGISTER OF DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.

PROPERTY ADDRESS: 2301 REIDVILLE ROAD, SPARTANBURG, SOUTH CAROLINA.
TAX ID NO.: 6-20-16-063.00